

City of San Antonio  
Metropolitan Health District  
100 W. Houston St., 14<sup>th</sup> Floor  
San Antonio, TX 78205

Healthy Futures of Texas  
2300 W. Commerce St. #212  
San Antonio, TX 78207

### **Memorandum of Agreement**

This Memorandum of Agreement (the Agreement) is entered into between the City of San Antonio (City), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health), and Healthy Futures of Texas (HFTX), which is a non-profit corporation (hereinafter collectively referred to as the Parties or singularly as a Party).

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**WHEREAS**, Metro Health's Project Worth Program has been informally participating with the Healthy Futures of Texas San Antonio Pod (San Antonio Pod) which focuses on building positive youth development; and

**WHEREAS**, TeensDaySA is an annual one-day event that is planned for and by youth that San Antonio Pod organizations work with; and

**WHEREAS**, TeensDaySA focuses on elevating youth health in areas including mental health, emotional health, sexual health, and physical health, as well as other areas of interest brought to the forefront by teens collaborating with the Project Worth Program; and

**WHEREAS**, TeensDaySA is open to the public and specifically provides programming for teens and their parents; and

**WHEREAS**, this agreement will allow the Project Worth Program to formally support the work of the San Antonio Pod and contribute to the annual TeensDaySA event in 2024 and 2025 that Project Worth staff and Teen Ambassadors will contribute to planning and participating in; and

**WHEREAS**, the City's Department of Human Services San Antonio Youth Commission is also a contributing member of the San Antonio Pod and has offered to co-sponsor the TeensDaySA events alongside the Project Worth Program in 2024 and 2025; and

**WHEREAS**, the agreement assures all Parties are contributing to moving the work of the San Antonio Pod's community public health efforts forward and that the Metro Health Project Worth Program and City's Department of Human Services San Antonio Youth Commission are recognized as contributing parties in order to create a specific event that is responsive to San Antonio Teens' access to health and wellbeing resources and teen specific community events; and

**NOW THEREFORE**, the Parties agree that this Agreement outlines the responsibilities of each

of the Parties:

## **I. PURPOSE**

The purpose of this Memorandum of Agreement between HFTX and Metro Health's Project Worth Program is to encourage and coordinate community mobilization in San Antonio to promote better healthy relationships, reproductive healthcare, and mental health resources for teens, and promote positive youth development strategies in San Antonio and equip other agencies to implement them.

## **II. TERM**

2.1 This agreement shall commence on April 1, 2024 and will terminate on May 31, 2025.

2.2 HFTX acknowledges that the City has projected costs for this Agreement and that City expects to pay all obligations of this Agreement from projected revenue sources, but that all obligations of City are subject to funding from the general fund. Accordingly, if the City should fail to appropriate sums to pay any of the City's obligations under the terms of this Agreement, this Agreement shall terminate upon thirty (30) days written notice to the HFTX, and neither the HFTX nor the City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement. Payment for services performed by the HFTX through the effective date of termination shall be made pursuant to the terms herein.

## **III. JOINT ACKNOWLEDGMENTS**

3.1 Both parties will abide by applicable federal, state, and local laws, rules and regulations regarding the confidentiality of records and information that each party may have access to.

3.2 THE PARTIES ACKNOWLEDGE THE CITY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND ARE SUBJECT TO APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, ET SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.

## **IV. RESPONSIBILITIES OF THE CITY**

**The City shall:**

4.1 Work in collaboration with youth through participation in the San Antonio Pod.

4.2 Represent and promote the principles that govern the work performed by the San

Antonio Pod.

4.3 Provide support, attend, and contribute to the San Antonio Pod monthly meetings, and/or activities in their areas of expertise as often as possible during the term of the Agreement, including inviting Project Worth Teen Ambassadors to contribute and collaborate at monthly meetings.

4.4 Complete San Antonio Pod Professional Development activities sent by HFTX each month.

4.5 Help recruit new youth development organizations/programs to participate in San Antonio Pod activities and the Teens Day SA event in spring 2024 and 2025.

4.6 As part of the San Antonio Pod, Metro Health's Project Worth Program and the Department of Human Services' San Antonio Youth Commission shall contribute to planning two TeensDaySA events and provide resources and/or interactive experiences for teens on the day of each event.

4.7 Provide signage for each Teens Day SA event in spring 2024 and spring 2025.

4.8 Assist with digital marketing Teens Day SA event in spring 2024 on Metro Health and DreamSA social media platforms.

4.9 Assist with digital marketing of Teens Day SA event in spring 2025 on Metro Health and DreamSA social media platforms, as well as through paid advertisements on social media platforms utilizing internal marketing and communications plan.

## **V. RESPONSIBILITIES OF HFTX**

### **HFTX shall:**

5.1 Lead facilitation of monthly San Antonio Pod (community partners and youth organizations) meetings and recruitment of more positive youth development organizations to the San Antonio Pod between November 2023 – May 2024, and November 2024 – May 2025.

5.2 Lead coordination of monthly professional development that Project Worth will participate in.

5.3 Lead coordination of two Annual Pod events, TeensDaySA, one in Spring 2024 and one Spring 2025 by coordinating each event to including securing all vendors and participating organizations, location, and organizing day-of logistics.

5.4 Identify a location for each Teens Day SA event that builds on lessons learned from the previous year and allows for increased number of attendees.

5.5 Provide the Project Worth Program with promotional graphics and digital art and logo files for signage and digital advertisements. Promotional graphics will include promotion of sponsorship of Teens Day SA by Project Worth, the City of San Antonio Metropolitan Health District, and the Department of Human Services San Antonio Youth Commission.

## **VI. COMPENSATION TO HFTX**

6.1 In consideration of HFTX's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay HFTX an amount up to \$23,000.00 as total compensation, to be paid to HFTX as follows:

HFTX will submit an invoice and supporting documentation by June 30, 2024 for up to \$15,000.00 as follows:

- a. up to \$3,500.00 food and beverage costs
- b. up to \$3,500.00 merchandise and event promotional items (i.e. t-shirts, pens, stickers, etc.) costs
- b. up to \$500.00 venue costs
- c. up to \$500.00 social media marketing
- d. up to \$4,000.00 transportation assistance
- e. up to \$3,000.00 activity supplies

HFTX will submit an invoice and supporting documentation for up to \$8,000.00 on April 30, 2025 as follows:

- a. up to \$3,500.00 food and beverages
- b. up to \$3,500.00 merchandise and event promotional items (i.e. T-shirts, pens, stickers, etc.)
- c. up to \$1,000.00 venue costs

6.2 HFTX shall submit invoices as set out above with supporting documentation as required by the City. The invoices shall outline the work completed in accordance with the stated scope of work for the contract term described in Article III above and the amount due and owing. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing.

6.3 Invoices shall be submitted to: [Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov) and copy to [SAMHD.Invoices@sanantonio.gov](mailto:SAMHD.Invoices@sanantonio.gov) or by mail to City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District, P.O. Box 839966, San Antonio, Texas 78283-3966.

6.4 No additional fees or expenses of HFTX shall be charged by HFTX nor be payable by City. The parties hereby agree that all compensable expenses of HFTX have been provided for in the total payment to HFTX as specified in section 4.1 above. Total payments to HFTX cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.

6.5 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to HFTX following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than HFTX, for the payment of any monies or the provision of any goods or services.

## **VII. REQUESTS FOR AND RETENTION OF RECORDS**

6.1 The HFTX and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, records and other evidence relating to services rendered (hereafter referred to collectively as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times, and as often as the City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by the City and any of its authorized representatives.

6.2 The HFTX shall retain any and all documents produced as a result of services provided for a period of four (4) years (hereafter referred to as "retention period"), from the date of termination of this Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided, the HFTX shall retain the records until the resolution of such litigation or other such questions. The HFTX acknowledges and agrees that the City shall have access to any and all such documents at any and all times, as deemed necessary by the City, during said retention period. The City may, at its election, require the HFTX to return said documents to the City prior to or at the conclusion of said retention.

6.3 The Public Information Act, found in Section 552.021 of the Government Code, requires that the City make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if the HFTX receives inquiries regarding documents within its possession pursuant to this Agreement, the HFTX shall within twenty-four (24) hours of receiving the requests forward such requests to the City for disposition. If the requested information is confidential pursuant to state or federal law, the HFTX shall submit to the City the list of specific statutory authority mandating confidentiality no later than three (3) business days after the HFTX's receipt of such request. Communication and coordination regarding public information requests shall be made through the designated public information liaison for each Party. Each Party shall designate in writing to the other Party, the public information liaison for its organization, and notice shall be provided promptly to the other Party should a change in the designated liaison occur during the Agreement period.

## VI. TERMINATION

7.1 For purposes of this Agreement "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by the City upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII, the City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the City.

7.4 Defaults With Opportunity for Cure. Should the HFTX default in the performance of this Agreement in a manner stated below, same shall be considered an event of default. The City shall deliver written notice of said default specifying such matter(s) in default. The HFTX shall have ten (10) calendar days after receipt of the written notice, in accordance with Article IX. Notice, to cure such default. If the HFTX fails to cure the default within such ten-day cure period, the City shall have the right without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. The City shall also have the right to offset the cost of said new Agreement with a new contractor against the HFTX's future or unpaid invoice(s), subject to the duty on the part of the City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets;

7.4.2 Failing to perform or failing to comply with any covenant herein required;  
or

7.4.3 Performing unsatisfactorily as determined by City.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, the HFTX shall affect an orderly transfer to the City or to such person(s) or firm(s) as the City may designate, at no additional cost to the City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by the HFTX, or provided to the HFTX, regardless of storage medium, if so requested by the City, or shall otherwise be retained by the HFTX in accordance with Article VI. Any record transfer shall be completed within thirty (30) calendar days of a written request by the City and shall be

completed at the HFTX's sole cost and expense. Payment of compensation due or to become due to the HFTX is conditioned upon delivery of all such documents, if requested.

7.7 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, the HFTX shall submit to the City its claims, in detail, for the monies owed by the City for services performed under this Agreement through the effective date of termination. Failure by the HFTX to submit its claims within said thirty (30) calendar days shall negate any liability on the part of the City and constitute a Waiver by the HFTX of any and all right or claims to collect moneys that the HFTX may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, the HFTX shall cease all operations of work being performed by the HFTX or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall the City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of the City's remedies, nor shall such termination limit, in any way, at law or at equity, the City's right to seek damages from or otherwise pursue the HFTX for any default hereunder or other action.

## **VII. NOTICE**

7.1 Any notice or communication required or permitted hereunder shall be given in writing, and deemed to have been duly given if and when delivered by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, or (via facsimile, telegram or e-mail, address as follows:

If to the City:  
Claude A. Jacob, DrPH, MPH  
Health Director  
San Antonio Metropolitan Health District  
100 W. Houston, 14th Floor  
San Antonio, TX 78205

If to HFTX:  
Healthy Futures of Texas  
Chris Ruder, Chief Financial Officer  
2300 Commerce St. #212  
San Antonio, TX 78207

CC:  
Evelyn Delgado, Chief Executive Officer  
2300 Commerce St. #212  
San Antonio, TX 78207

## **IX. ASSIGNMENT**

9.1 This Agreement is not assignable by either party. Any assignment without such written consent shall be void.

## **X. ADMINISTRATION OF AGREEMENT and RESTRICTIONS ON USE OF FUNDS**

10.1 The HFTX shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §75, as applicable, whichever is longer. Notwithstanding the foregoing, HFTX shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, HFTX agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

The HFTX shall make available to the City, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to the HFTX's facility and to the HFTX's personnel for the purpose of interview and discussion related to such documents. The HFTX shall, upon request, transfer certain records to the custody of the City, when the City determines that the records possess long-term retention value.

10.2 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information that is under the direct control of the HFTX requested by Metro Health shall be submitted by the HFTX to the City within five (5) working days of the request. All other reports, statements, records, data, policies and procedures or other information that the HFTX must request from its vendors or subcontractors requested by Metro Health shall be submitted by the HFTX to the City within ten (10) working days of the request. The Parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. Furthermore, the HFTX ensures that all information contained in all required reports or information submitted to the City is accurate.

10.3 Unless disclosure is authorized by the City, the HFTX agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from the City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. The HFTX shall protect the Confidential Information and shall take all reasonable steps to prevent its unauthorized disclosure, dissemination, or publication. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, the HFTX shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. The HFTX



shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with the HFTX's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, the HFTX shall return to the City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

## **XI. INSURANCE**

11.1 No later than 30 days before the scheduled service under this agreement, HFTX must provide a completed Certificate(s) of Insurance to Metro Health. The certificate must be:

- clearly labeled with the legal name of the agreement in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);.
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by Metro Health. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, HFTX certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

HFTX shall obtain and maintain in full force and effect for the duration of this Agreement, at HFTX'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the HFTX claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b><i>INSURANCE TYPE</i></b>	<b><i>LIMITS</i></b>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate
*4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

HFTX must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of HFTX and provide a certificate of insurance and endorsement that names HFTX and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. HFTX must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
San Antonio Metropolitan Health District  
P.O. Box 839966  
San Antonio, TX 78283-3966

HFTX's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, HFTX shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend HFTX’S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon HFTX’S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order HFTX to stop work and/or withhold any payment(s) which become due to HFTX under this Agreement until HFTX demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which HFTX may be held responsible for payments of damages to persons or property resulting from HFTX’S or its subcontractors’ performance of the work covered under this Agreement.

HFTX’S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

HFTX and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## **XII. INDEMNIFICATION**

**12.1 The HFTX covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to the HFTX's activities under**

**this Agreement, including any acts or omissions of the HFTX, any agent, officer, director, representative, employee, consultant or subcontractor of HFTX, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT THE HFTX AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The HFTX shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or HFTX known to the HFTX related to or arising out of the HFTX's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at HFTX's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving the HFTX of any of its obligations under this paragraph.

12.2 Defense Counsel -the HFTX shall retain defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to indemnification under this Contract. If the HFTX fails to retain Counsel within such time period, the City shall have the right to retain defense counsel on its own behalf, and the HFTX shall reimburse the City for all costs related to retaining defense counsel until such time as the HFTX retains Counsel as required by this section. The City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

12.3 Employee Litigation- In any and all claims against any party indemnified hereunder by any employee of the HFTX, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the HFTX or any subcontractor under worker's compensation or other employee benefit acts.

### **XIII. APPLICABLE LAW**

**13.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

13.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

13.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

#### **XIV. AMENDMENTS**

14.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both the City and the HFTX. The Director for Metro Health may execute contract amendments on behalf of the City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

#### **XV. CONFLICT OF INTEREST**

15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, HFTX warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, HFTX does not cause a City employee or officer to have a prohibited financial interest in the Contract. HFTX further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### **XVI. NON-DISCRIMINATION**

16.1 As a party to this contract, HFTX understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex,

sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

## **XVII. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

17.1 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. HFTX hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on HFTX's certification. If found to be false, or if HFTX is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

## **XVIII. SEVERABILITY**

18.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XIX. LEGAL AUTHORITY**

19.1 The signer of this Agreement for the HFTX represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of the HFTX and to bind the HFTX to all of the terms, conditions, provisions and obligations herein contained.

## **XX. ENTIRE AGREEMENT**

20.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIV. This Agreement shall supersede any and all prior written and oral agreements between the City and the HFTX.

**CITY OF SAN ANTONIO**

**HEALTHY FUTURES OF TEXAS**

By: \_\_\_\_\_  
Claude A. Jacob, DrPH, MPH  
Health Director  
San Antonio Metropolitan Health District

By: Curtis Ruder  
Curtis Ruder  
Chief Financial Officer

\_\_\_\_\_  
Date

6/4/2024  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney